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D.   REMARKS

Status of the Claims

Claims 1-20 are currently present in the Application, and claims 1,9, and 13 are independent claims.   Claims 4 and 16 have been amended to correct minor, inadvertent typographical errors.

Examiner Interview

Applicant's representative attempted to contact the Examiner in order to set up an interview, however, the Examiner is out of the Office until early March.   Applicant's representative will attempt to contact the Examiner after she returns to the Office.

Drawings

The Office Action did not indicate whether the formal drawings filed by the Applicant are accepted by the Examiner. Applicant respectfully requests that the Examiner indicate whether the drawings filed on March 26, 2001 are accepted by the Examiner in the next communication.

Amendments to the Specification

The specification has been amended to add the serial numbers of co-pending applications.

Claim Rejections - Alleged Anticipation Under 35 U.S.C. § 102

Claims 1-3, 9-10, and 13-15 stand rejected under 35 U.S.C. § 102(e) as being anticipated by Sehr, U.S. Patent No. 6,085,976 (hereinafter Sehr).   Applicant respectfully traverses the rejections under 35 U.S.C. § 102(e).

Applicant teaches a method, system, and computer program product for printing tickets that include security features.

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These security features can be used, for example, to stop the activities of ticket thieves or hackers. The printed ticket can be used to quickly check the identity of the ticket holder against both the security features found on the ticket as well as security features stored at the point-of-service location that is collecting the tickets. When the ticket holder wishes to transfer a ticket that includes security features to another person, the ticket holder requests that the ticket merchant unbind the security features from the ticket identifier of the ticket in question. If the ticket holder is authorized to transfer the ticket, the merchant unbinds the security features from the ticket. To enhance security, the new ticket holder (i.e. the ticket holder to whom the original ticket holder transfers the ticket) may request that the ticket merchant rebind the ticket to security features corresponding to the new ticket holder.

In contrast to Applicant's claimed invention, Sehr teaches a system and method for storing travel related information using "smart card" technology, where the travel related data is stored on the smart card (see Abstract). Sehr teaches ways of storing data, including biometric data, onto smart cards in a manner such that the stored data can be verified and validated at various point-of-service locations (see Abstract). However, Sehr does not teach or suggest unbinding security features from electronic tickets, as taught and claimed by Applicant in independent claims 1, 9, and 13.

To anticipate a claim, the reference must teach every element of the claim (Manual of Patent Examining Procedure, § 2131). Each of Applicant's independent claims includes at least the following limitations:

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- receiving an unbind request from a requestor, the unbind request including the ticket identifier corresponding to the electronic ticket;

- determining whether the unbind request is authorized by the customer; and

- unbinding the security features from the ticket identifier in response to determining that the unbind request is authorized.

The Examiner cites several sections of Sehr, i.e. col. 5, lines 23-24, col. 13, lines 64-67, and col. 14, lines 1-14, and asserts that these sections teach an electronic ticketing tool for unbinding a ticket identifier from security features. However, the cited sections of Sehr merely indicate that data stored on Sehr's passenger cards may be edited (col. 14, lines 1-3). As discussed by Sehr, a wide variety of data may be stored on a passenger card, and may be manipulated as needed in order to use the card (col. 13, lines 39-63). However, there is absolutely no discussion in Sehr of "unbinding the security features from the ticket identifier" as taught and claimed by Applicant. As an initial matter, the passenger cards disclosed by Sehr are not analogous to the electronic tickets as taught and claimed by Applicant. Even assuming, for the sake of argument, that Sehr's passenger cards were somehow analogous to electronic tickets, Sehr still does not teach or suggest unbinding security features from ticket identifiers. This would be comparable to allowing a user to transfer his or her passenger card to another person, and a close reading of Sehr reveals that Sehr never contemplated the transfer of its passenger cards.

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The Examiner also cites Sehr at col. 15, lines 38-67, col. 17, lines 36-42, col. 29, lines 57-67, and col. 30, lines 1-7 and 20-43, as teaching elements of Applicant's independent claims. Applicant respectfully disagrees with the Examiner. None of the cited sections of Sehr teach or suggest "receiving an unbind request from a requestor, the unbind request including the ticket identifier corresponding to the electronic ticket," "determining whether the unbind request is authorized by the customer," and "unbinding the security features from the ticket identifier in response to determining that the unbind request is authorized," as taught and claimed by Applicant in independent claims 1, 9, and 13.

For example, the Examiner cites Sehr at col. 15, lines 38-67. This portion of Sehr merely discusses allowing a passenger to pre-select and/or change a seat assignment. Although Sehr allows a passenger to change a seat assignment, a seat assignment is hardly analogous to "security features," and changing a seat assignment is simply not the same as "unbinding . . . security features from the ticket identifier," as taught and claimed by Applicant. The Examiner also cites Sehr at col. 17, lines 36-42. This portion of Sehr discusses software applets to "authenticate the card and identify the cardholder" (col. 17, lines 38-39). However, this portion of Sehr does not teach or suggest "determining whether **the unbind request** is authorized by the customer" as taught and claimed by Applicant. Rather, this portion of Sehr discusses authenticating the passenger card itself and identifying the cardholder. It does not have anything to do with receiving or authorizing an unbind request.

The Examiner further cites Sehr at col. 29, lines 57-67 and col. 30, lines 1-7. This portion of Sehr discusses

authenticating a passenger card "via any read/write device installed at a point-of-application or via the control module coupled to a passenger station-like apparatus" (col. 29, lines 57-60). This portion of Sehr goes on to note that "selected card data can be validated as well" (col. 30, line 1). Access codes, security keys, and digital signatures are mentioned as possible ways to validate data (col. 30, lines 2-5). However, nothing in this section of Sehr teaches or suggests that any security features can be unbound from the passenger card, as taught and claimed by Applicant in independent claims 1, 9, and 13.

The Examiner also cites Sehr at col. 30, lines 20-43. This portion of Sehr discusses determining if an application request should be approved by verifying a card-based code (col. 30, lines 27-31). If a verification process is successful, the application is implemented (col. 30, lines 31-33). However, there is no teaching or suggesting of unbinding any security features, such as the card-based code, from the passenger card. This portion of Sehr simply does not teach or suggest "unbinding the security features from the ticket identifier in response to determining that the unbind request is authorized" as taught and claimed by Applicant.

There is nothing in Sehr that teaches or suggests allowing a user to unbind security features from an electronic ticket, as taught and claimed by Applicant. Sehr's passenger cards appear to rely on associating one passenger per card, and there is no indication that Sehr ever contemplated allowing a passenger to be able to transfer his or her card to another person. For the reasons set forth above, Applicant respectfully submits that independent claims 1, 9, and 13, and the claims which depend

from them, are not anticipated by Sehr, and respectfully requests that they be allowed.

Claim Rejections - Alleged Obviousness Under 35 U.S.C. § 103

Claims 4-8, 11-12, and 16-20 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Sehr in view of Goldstein et al., U.S. Patent No. 6,216,227 (hereinafter Goldstein). Applicant respectfully traverses the rejections under 35 U.S.C. § 103.

As discussed above, Sehr does not teach or suggest unbinding security features from an electronic ticket, as taught and claimed by Applicant, and therefore claims 1-20 are allowable for at least the reasons discussed above. Notwithstanding the patentability of claims 1-20, Applicant also respectfully submits that Goldstein does not overcome the deficiencies of Sehr.

Goldstein purportedly teaches storing electronic tickets for events at multiple venues on a single electronic device, such as a smart card or hand-held computer (col. 2, lines 1-6). "Each venue for which a ticket has been stored on a smart card . . . has an associated applet stored on the smart card. A shared ticketing applet is also stored" (col. 3, lines 17-20). Venue applets are associated with individual venues, while a shared ticketing applet is used by all venue applets to provide "functions commonly available to, and used on behalf of, each of the venue applets" (col. 3, lines 42-47).

Applicant's dependent claims 4 and 16 include at least the following elements:

- determining whether the electronic ticket can be transferred;

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- unbinding the security features from the ticket identifier in response to determining that the ticket can be transferred; and

- returning an error message to the requestor in response to determining that the ticket cannot be transferred.

The Examiner cites Goldstein at col. 6, lines 22-63 as teaching the elements of Applicant's claims 4 and 6. However, the cited section of Goldstein discusses loading applets, such as the venue applets and the shared applet discussed above, onto a smart card. If the shared applet can not be loaded, an error message is returned. Loading applets onto a smart card is not the same as unbinding security features from a ticket so that it can be transferred. Goldstein does not even address the general problem of transferring tickets, and, in particular, Goldstein does not teach or suggest "unbinding the security features from the ticket identifier in response to determining that the ticket can be transferred" as taught and claimed by Applicant. Applicant is at a loss to understand where in Goldstein the Examiner finds any teaching or suggestion of "unbinding the security features from the ticket." Applicant can find no teaching or suggestion of this element in the cited portion of Goldstein, or anywhere in Goldstein for that matter.

Applicant's dependent claims 5, 11, and 17 include at least the following elements:

- receiving a binding request from a second requestor, the binding request including a second ticket identifier and one or more security features corresponding to the second requestor;

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- determining whether the second ticket identifier is currently bound to stored security features; and

- binding the second ticket identifier to the second requestor's security features in response to determining that the second ticket identifier is not currently bound to stored security features.

The Examiner cites Goldstein at col. 4, lines 12-67, col. 5, lines 1-37, and col. 8, lines 21-32 as teaching these elements. The portions of Goldstein cited in columns 4 and 5 discuss a smart card "populated with the shared ticketing applet, multiple venue applets, and multiple tickets" (col. 4, lines 12-14). This section of Goldstein discusses how the shared applet and the venue applets work, and in particular, addresses how venue signatures validate venue applets to the shared applet (col. 5, lines 1-7). The portion of Goldstein cited in column 8 further discusses loading a ticket onto a smart card, once the venue applet has been loaded. The venue applet validates a downloaded ticket by using a venue key (col. 8, lines 21-32). Goldstein's process of using a shared applet and multiple venue applets to download and authenticate multiple tickets is interesting, but it hardly teaches or suggests "receiving a binding request from a second requestor, the binding request . . . including security features corresponding to the second requestor" as taught and claimed by Applicant. Goldstein also does not teach or suggest "determining whether the second ticket identifier is currently bound to stored security features," and "binding the second ticket identifier to the second requestor's security features" as taught and claimed by Applicant. Goldstein is not discussing a first and second ticket holder at all, and certainly is not discussing anything

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having to do with binding and unbinding security features for first and second ticket requestors.   Rather, Goldstein is discussing how to download multiple tickets for multiple venues onto a single smart card.

Dependent claims 6 and 18 specifically claim a "*ticket layout*" and dependent claims 7 and 19 specifically claim "receiving a *printed ticket* from the second requestor, the printed ticket *formatted according to the ticket layout . . .*" Goldstein never mentions printing any of the tickets that are stored on the smart card, and actually teaches away from using any kind of paper or printed ticket.   In the Background section of Goldstein, the disadvantages of printed tickets are discussed (col. 1, lines 28-40), and the entire point of Goldstein is to overcome the disadvantages of printed tickets by using a smart card, *instead of printed tickets*.

Dependent claims 8, 12, and 20 claim "verifying a requestor . . ."   The portion of Goldstein cited by the Examiner, i.e. col. 7, 1-25, has to do with authenticating downloaded applets, not with authenticating or verifying a requestor.

None of the prior art, either alone or in combination, teaches or suggests Applicant's invention as claimed. Therefore, Applicant respectfully requests that claims 1-20 be allowed.

Conclusion

As a result of the foregoing, it is asserted by Applicant that the remaining claims in the Application are in condition for allowance, and Applicant respectfully requests an early allowance of such claims.

Applicant respectfully request that the Examiner contact the Applicant's attorney listed below if the Examiner believes

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that such a discussion would be helpful in resolving any remaining questions or issues related to this Application.

Respectfully submitted,

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